

AGREEMENT

AGREEMENT, dated the 18th day of Feb 1977, by and between the City of Absecon, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City" and the New Jersey Policemen's Benevolent Association, Inc., through its designated affiliate, Mainland Local Number Seventy Seven hereinafter referred to as "~~PBA# 77~~".

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, (N.J. Rev. Statute 34:13A-5, 3 et seq.) of the State of New Jersey to promote and insure harmonious relations; cooperation and understanding between the City and its employees; to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the City and its employees, all in order that the public service shall be expedited and effectuated in the best interests of the Citizens of the City of Absecon, New Jersey.

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. Majority Representative: The City recognizes the Majority Representative of PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police officers within the City of Absecon Police Department, excluding the Director of Public Safety hereinafter referred to as the "Employees". The City and Employees agree that the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety or equipment, procedures for adjustments of disputes and grievances and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Revised Statutes 34:13A-5.1 et seq. and shall have all the rights and privileges thereto.

B. Stewards: For the duration of this Agreement, the Majority Representative of PBA #77 has appointed Ronald Faisst of the Absecon Police Department as the Steward as described in the Grievance Procedure and shall enjoy all the rights and privileges thereto. If for any reason Ronald Faisst shall be unable to complete the Stewardship the Majority Representative shall appoint a successor from within the Department. All Stewards shall be permitted time off from their regular schedule to attend negotiating sessions and regular scheduled meetings of the PBA Local #77, provided 72 hours previous notice is given to the Shift Commander. If another member of the local is on the same shift, only one will be permitted to attend the meeting.

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ARTICLE III - GRIEVANCE PROCEDURE

DEFINITION: A Grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any Complaint by an Employee as to any action or non-action which violates any right arising from his or their employment.

Step 1: An informal meeting between the shop steward and grieved employee, through the chain of command, will occur to try to resolve the Grievance.

Step 2: In the event the Grievance is not resolved at the first step, either party may submit the Grievance forthwith to the PBA Grievance Committee. Said Committee shall consist of five (5) members of PBA #77 appointed by the President. The Committee shall receive, screen and process all Grievances and upon acceptance submit the Grievance to the Director of Public Safety within five (5) days of written receipt. The Director of Public Safety must render a decision within five (5) days of receipt in writing.

Step 3: In the event the Grievance is not resolved in Step 2 either party may forthwith refer the Grievance to:

(a) The Mayor for resolution, provided that the Grievance pertains to non- budgetary matters such as disciplinary action or other administrative policy outside the authority of City Council as defined in Title 40, Laws of the State of New Jersey and the City Charter.

(b) The City Council for resolution, if the Grievance pertains to monetary or budgetary matters within the scope of authority of the City Council as defined in Title 40, Laws of the State of New Jersey and the City Charter. If the Grievance is referred to either party in (a) or (b) above, said party shall render its decision in writing with fifteen (15) days of written receipt of the Grievance.

Step 4: In the event the Grievance is not resolved in Step 3, either party may, forthwith refer the Grievance to impartial binding arbitration. Any party wishing to move a Grievance to arbitration shall notify the Public Employment Relations Commission, forthwith, that they are moving a Grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee. If the City and the Committee cannot mutually agree to a satisfactory arbitrator within ten (10) days after receipt of the list from the Public Employment Relation Commission, the Commission shall select an Arbitrator. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, he shall render his award in writing within ten (10) days after conclusion of the hearing and his decision shall be final and binding on all parties. The cost of the Arbitrator's fee shall be shared equally by the City and the PBA # 77.

Any Steward or Officers of the PBA #77 employed by the City, and required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purposes and any witnesses employed by the City, reasonably required shall be made

available during working hours without loss of pay for the purpose of disposing of any Grievance or arbitration matter.

EXTENSIONS AND MODIFICATIONS: Time extensions involving the Grievance Procedure may be mutually agreed to by the City and the Committee.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against an employee because of membership in, or legitimate activity on behalf of PBA #77, nor will the City encourage membership in any other association or union to do anything to interfere with the representation by the Majority Representative of PBA #77 as the exclusive bargaining agent of employees.

ARTICLE V - BULLETIN BOARD, DUES CHECKOFF

The City shall permit the use of bulletin boards, located in the Police Department headquarters, by PBA #77 for the posting of notices concerning PBA business and activities.

The City agrees, in accordance with the State Statutes, upon receipt of signed authorization cards from the employees, to deduct from the employees wages the amount of annual dues as prescribed by PBA #77, in equal installments bi-weekly and to forward said amount to the Treasurer of PBA #77 on the first of each month.

This provision is open to adjustments with the City Treasurer as to policy, or procedure.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its employees, determine the standards of selection for employment, direct its employees, take disciplinary action, maintain the efficiency of its operations, determine the methods means and personnel by which its operations are to be conducted, determine content of job classifications, schedule hours, take necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this article shall alter or relieve the City of any of its obligation undertaken by this Agreement.

The parties agree that superior officers shall exercise their supervisory duties faithfully, irrespective of the fact that they are covered by this Agreement and they shall be objective in their dealings with all personnel subordinate to them irrespective of the membership in PBA # 77.

ARTICLE VII-POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the City agrees that every Policeman shall have the right freely, to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any Grievance complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

Elected representatives of the PBA shall be permitted time off from their regular schedule to attend negotiations and regular scheduled meetings of the PBA.

Members shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, providing same does not conflict with his responsibilities as a Police Officer.

All members shall be made aware of any reports or charges concerning him. He shall not be compelled to make any verbal or written statement, and shall have the right to consult an attorney and/or the PBA.

Members shall not be suspended or suffer any loss in benefits until after the member has had a departmental hearing and has been found guilty, except in cases of severe nature, when the superior officer in charge deems the suspension of the member an immediate necessity for the safety of the public, or the welfare of the department. The superior office shall immediately submit a written report explaining such action to the Director of Public Safety. A report shall be submitted to the individual and/or his attorney upon request.

ARTICLE VIII - HOLIDAYS

Effective January 1, 1977 all employees covered by this Agreement shall receive eleven (11) paid holidays per year. These holidays may be taken at any time during the calendar year at the discretion of the respective shift commanders. Holidays may be taken in aggregate up to six (6) days consecutively. Sergeants shall obtain approval through his superior officer and the Lieutenant shall obtain approval through his immediate superior. In the event said holidays are not taken during the calendar year, for managerial reasons, the employee shall be paid for said unused holidays computed at the daily rate of pay of the employee by March 31 of the following year. Holidays may be taken in advance of their accrual, provided that, if the employee shall terminate his employment for any reason whatsoever prior to the accrual of holidays used, he shall reimburse the City for unearned holidays upon such termination of employment. Member will not be recalled from holidays except in extreme emergencies.

ARTICLE IX-VACATIONS

A. An employee after completing his first year of employment shall be entitled to fifteen (15) working days vacation and for each year thereafter up to and including his fifth (5) year shall continue to receive fifteen (15) working days vacation.

B. An employee after completing his fifth (5) year of employment shall be entitled to eighteen (18) working days vacation and for each year thereafter up to and including his tenth (10) year shall continue to receive eighteen (18) working days vacation.

C. An employee after completing his tenth (10) year of employment shall be entitled to twenty-one (21) working days vacation and for each year thereafter shall continue to receive twenty-one (21) working days vacation.

D. An employee after completing his fifteenth (15) year of employment shall be entitled to twenty-four (24) working days vacation and for each year thereafter shall continue to receive twenty-four (24) working days vacation.

Employees at their discretion may split their vacation into two (2) separate periods. Further, it is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This article shall be effective January 1, 1977.

Members shall not be recalled to duty while on vacation, except in extreme emergencies.

ARTICLE X-LEAVES

A. SICK LEAVE: Sick leave is hereby defined to mean absence from post or duty by an employee because of accident, illness, exposure to contagious disease, attendance upon a member of the employees immediate family, seriously ill, requiring the care and attendance of such employee. A certificate of a reputable physician in attendance shall be required as proof of need of the employee after three (3) consecutive days sick leave or leave in attendance of a member of the employees family.

(1) Accumulation: Every employee covered by this Agreement shall, in addition to their paid vacation and holidays, be granted sick leave as defined above, with pay, for not less than one (1) working day for each month of service during his initial year of employment and shall receive twelve (12) working days sick leave for each calendar year thereafter. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the unused amount of said leave shall accumulate from year to year; such employees shall be entitled to such accumulated sick leave with pay if and when needed. With the approval of the Mayor and/or Director of Public Safety an employee may use sick leave in advance of its accrual if needed. The City shall not require any of its employees covered by this Agreement, who may be disabled either through illness or injury as a result of arising from his respective employment, to utilize the sick leave accumulated under this section.

(2) Pay upon Termination: Upon an employees retirement, death, or honorable termination of employment after 19 years of service, said employee shall be compensated for his accumulated sick leave computed on

his daily rate of pay for the year immediately preceeding said termination and shall receive a full days pay for each day of accumulated sick leave. any employee who is seperated from service for cause, arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave. It is further agreed that an Employee after completing 19 years of service may use accumulated sick leave for purposes of early retirement.

B. FUNERAL LEAVE: Every Employee covered by this Agreement shall be entitled to special leave of absence with pay up to a maximum of five (5) working days to be granted to the Employee in case of death within his immediate family.

The term "Immediate Family", shall include only father, mother, step-parent, father/mother-in-law, grandparents, sister, brother, spouse, child or foster child of an Employee and relatives residing in his household.

The special leave period shall commence immediately following the death of such person and is for the sole purpose of arranging and attending funeral services. The Director of Public Safety shall be notified by the Employee of the need for such leave as soon as it is practicable. Such leave may be extended without pay at the discretion of the Director of Public Safety. The above shall not constitute sick leave and shall not be deducted from the Employees sick leave.

C. INJURY LEAVE: Injury leave shall be granted with full pay to employees disabled through injury or illness as result of or arising from their respective employment. Any amount of salary or wages paid or payable to Employees because of such leave shall be reduced by the amount of Workmen's Compensation awarded under Chapter 15, Title 34 of the Revised Statutes paid for disability because of said illness or injury requiring such leave.

D. PBA LEAVE FOR MEETINGS: The Executive Delegate and President (or appointed alternates) of PBA #77, employed by the City, shall be granted leave from duty with full pay for all regulary scheduled meetings of the PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives at least 72 hours notice to the Director of Public Safety, or in his absence, his designated alternate. Not more than 1 man per tour shall be granted leave from his duty post.

E. LEAVES OF ABSENCE: Leaves of absence for a period not to exceed six months may be granted, without pay, to any employee, at the discretion of the Mayor and the Director of Public Safety.

F. TRAINING AND EDUCATIONAL LEAVE: For the purpose of advancing his educational and professional standing every employee covered by this Agreement shall receive a minimum of, but not restricted to, one (1) weeks specilized or advanced law enforcement related training per year. Employees attending the above courses will be granted the leave with full pay.

ARTICLE XI - SALARY-LONGEVITY - OVERTIME

A. SALARY: The base salary's for 1977 shall be as follows: Computed on a 5% across the board raise.

Lieutenant-----	\$13,223.60	Per annum
Sergeant-----	12,976.45	" "
Patrolman beginning 3rd year-----	12,358.50	" "
Patrolman beginning 2nd year-----	10,506.75	" "
Patrolman begining 1st year-----	9,268.88	" "

All salary increases and other compensations shall be paid retroactive to January 1, 1977.

B. WORK WEEK: The present working hours shall be continued in effect for all members of the Department.

C. OVERTIME: All Overtime shall be paid at the rate of time and one-half of all hours worked in excess of the normal work week. Overtime shall include all hours worked during emergencies, training sessions (not including F above) all court appearances connected with and arising from their respective employment and in any other extra duty activities which require the employees attendance. Overtime shall be paid in the pay period following the overtime worked and fractions of the hour shall be computed as follows:

15 Minutes or less-----	No overtime
16 Minutes to 44 Minutes-----	$\frac{1}{2}$ hour
45 Minutes and over-----	1 hour

All officers covered by this Agreement will receive paid overtime with no limitations, including longevity, computed on one and one half his hourly rate.

(a) Each employee working an eight hour shift on one of the following holidays shall receive four hours overtime.

New Years - Easter - Thanksgiving - Christmas

(b) Stand-by- Time: Any employee placed on stand-by-time will be given two hours overtime. If this stand by alert continues past eight hours then said employee will receive an another two hours overtime at the start of each eight hour shift if the emergency continues past the original eight hours.

Alert Stand-By- Time is described as when an off duty employee is contacted and told that an emergency exists and that he must make himself available if the department needs him.

Alert stand-by will only be given by the highest ranking officer working at the time of the emergency. A record of the emergency will be made and a list of officers notified will be recorded.

Options: It is further agreed that any employee may, take compensatory time off in lieu of payment of overtime, but at his/her option only.

D. LONGEVITY: Each employee covered by this Agreement shall be paid in addition to and together with his/her annual base salary, additional compensation based upon the length of his/her service as fixed and determined according to the following schedule:

- (a) Upon completing five (5) years service, 2% of annual base salary
- (b) Upon completing ten (10) years service, 3% of annual base salary
- (c) Upon completing fifteen (15) years of service, 4% of annual base salary.

(d) Longevity pay shall be applied on the basis of the employees anniversary date of employment and shall commence at the adjusted rate of pay on the payday immediately following said anniversary date. Current employees as of January 1, 1977 shall receive the current longevity and in order to advance to higher step in longevity, the employee must successfully complete one credit hour per year, as defined in Article XIII to qualify for additional longevity steps. Police related courses given during the year, shall be credited toward longevity at the rate of 16 classroom hours equals one credit hour.

ARTICLE XII - ACTING OFFICER

Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty (30) days shall, thereafter, be entitled to compensation appropriate to such office for time so held. This section is effective January 1, 1977. This shall not apply for absences due to vacation or holidays.

ARTICLE XIII - COLLEGE INCENTIVE ALLOWANCE

The City and PBA #77 agree that the amount and quality of an employees education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for any Institution of Collegiate level which offers a College Curriculum leading to or accreditable toward an Associates or Bachelors Degree in Law Enforcement shall be paid a college allowance according to the following schedule:

<u>ACCUMULATED CREDITS</u>	<u>ANNUAL COMPENSATION</u>
15 Credits	\$150.00 per year
32 Credits	300.00 " "
64 Credits	600.00 " "
96 Credits	900.00 " "
128 Credits	1200.00 " "

The City agrees that the cost of necessary and required books shall be paid by the City. Said compensation shall be continued from year to year and shall be paid in a lump sum on the first payday in December.

ARTICLE XIV - HOSPITALIZATION INSURANCE

The City agrees to continue to provide New Jersey Blue Cross and Blue Shield with Rider "J" for all employees covered by this Agreement, at the City's expense. The City agrees to continue to provide Major Medical Insurance at the City's expense.

ARTICLE XV - STRIKES

PBA # 77 and the employees assure and pledge to the City that their goals and purposes are such as to condone no strikes, work stoppages, sickouts, slowdowns, or any other method which would interfere with police service to the City and its citizens, or violate the Laws of the State of New Jersey or the Constitution of the United States. The PBA #77 and employees will not support any member of this organization acting contrary to this provision.

ARTICLE XVI - CLOTHING ALLOWANCE

Each employee covered by this Agreement shall be paid an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$200.00 annually. Said allowance shall be paid on the first payday in December. It is understood that this allowance is not intended to be used to purchase or replace clothing or uniforms.

UNIFORM PURCHASING:

Uniform personnell shall receive \$200.00 credit annually to purchase his uniforms.

The City also agrees to reimburse Non-uniformed personell for clothing up to \$200.00 per year upon presentation of receipts.

The City agrees to equip each new employee with a full set of uniforms even though the price of said uniforms will exceed the \$200.00 limit.

TheCity also agrees to pay the difference of uniform prices if the City makes any major changes in the present uniform.

ARTICLE XVII - CONTINUATION OF BENEFITS NOT COVERED BY THIS
AGREEMENT

All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Police Department and any past or present benefits or privileges which are enjoyed by the employees covered by this Agreement, that have not been included in this contract, shall be continued.

ARTICLE XVIII - SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State Law, such determination shall not impair the validity or enforcement of the remaining provisions of this Agreement.

B In the event that any provision of this Agreement conflicts with any City Ordinance, such Ordinance shall be repealed or amended by the City to conform to the terms of this Agreement.

ARTICLE XIX - DURATION OF AGREEMENT

This Contract shall be in full force and effect from January 1, 1977 until midnight, December 31st, 1977. The parties agree that negotiations for successor Agreement and modifying, amending or altering the terms and provisions of this Agreement shall commence no later than September 15th, 1977. It is understood that PBA #77 is seeking a successor Agreement commencing from January 1st, 1978 and that this Agreement shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 18th day of Feb., 1977.

ATTEST:

By: *[Signature]*

City Clerk

By: *[Signature]*

Mayor

By: *[Signature]*

Majority Representative
N.J. PBA Local #77

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF:

[Signature]
Notary Public of New Jersey

